

questions and matters that may be submitted or considered at such meeting; to receive all documents and notices; and to exercise all rights and fulfill all obligations of principal regarding any security of any type, value, or nature. For the purposes of this paragraph, a membership or management interest in a Limited Liability Company constitutes a security of a legal entity.

5. *Loans.* To borrow money in principal's name from any bank or other financial institution; to make, issue, and endorse any promissory note in the name of principal, and to renew the same from time to time; to deliver, pledge, and pawn the same; and to waive and renounce any prescription accrued on the same.
6. *Property – Sale, Purchase, Lease, Mortgage, Pledge.* To alienate, acquire, sell, swap, donate, mortgage, encumber, pledge, purchase, lease or grant servitudes pertaining to immovable (real) or movable (personal) property, although not described in this instrument (as permitted by La. Civil Code art. 2996), on such terms and conditions as determined by agent and to execute such documents to effect such acts and receive or pay amounts pursuant to such acts.
7. *Property – Mineral Rights.* To execute mineral leases and other contracts, including utilization and pooling agreements, for the exploration and development of oil, gas, salt, sulfur, and other minerals in and under any property of principal or in which principal may have an interest, on such terms and conditions and for such consideration as agent may deem proper, and to receive and take receipt for the bonuses, rents, and proceeds of the same; to execute mineral and property deeds or leases either selling, buying, or leasing minerals or royalty rights; and to execute all division orders or other agreements of every nature and kind in connection with or relative to the acts.
8. *Judicial Proceedings.* To appear before all courts in connection with any claims and to prosecute, defend, or compromise and settle the same by agreement, arbitration, or otherwise; to accept service of process on behalf of principal; to sign all pleadings and do all things necessary; to obtain writs of attachment, sequestration, and injunction; and to take appeals and, in any such instances, to furnish and sign on behalf of principal the requisite security bonds.
9. *Successions.* To represent principal judicially and otherwise, whether as heir, legatee, creditor, executor, administrator, or otherwise, in all successions or estates in which principal is, may be, or may become interested; to accept or renounce the same; to apply for the administration of the succession or estate and to demand, obtain, and execute all orders, decrees, and tax returns as agent may deem proper; and to settle, compromise, and liquidate principal's interest in the same and to receive and take receipt for all property and effects to which principal may be entitled in respect of the successions or estates.
10. *Agents and Proxy.* To act for principal and be principal's substitute in all instances in which principal has been or may be appointed the agent of others; and to vote proxies of others issued in the name of principal and to execute proxies in favor of others to vote in the name of principal.
11. *Claims.* To demand, obtain, recover, and take receipt of amounts of money, goods, properties, and effects to which principal is now or may be in the future entitled; and to that end, to compromise and adjust all accounts and other obligations and to give full and sufficient discharge and acquittance for the same.
12. *Creditors' Meetings.* To attend meetings of creditors in which principal may be interested and to vote in principal's name on all questions and matters that may be submitted to or considered at such meetings.
13. *Donations.* To donate any asset of principal to any person under any terms and

conditions determined by agent.

14. *Tax Returns and Related Matters.* To file any United States, Louisiana, or other tax returns (including, but not limited to, income tax returns); to apply for extensions of time to file tax returns; to file elections related to tax matters; to represent the principal in connection with any matter relating to any taxes; to grant powers of attorney to any authorized representative relating to tax matters; and to take any action relating to taxes, including, but not limited to, taxes of the United States and the State of Louisiana.
15. *Medical Decisions.* To make any and all medical decisions related to treatment of the physical and/or mental health of the principal, including, but not limited to, consulting with and granting authorization to hospitals, doctors, nurses, and other medical personnel to take appropriate action regarding the physical and/or mental health of the principal, and to appoint one or more physicians to examine the principal when required by principal's agreement to determine if principal is mentally or physically capable to perform those activities and functions that are conditioned by principal's agreement on principal's physical or mental health. This authority does not authorize agent to make decisions related to withholding life sustaining support measures as defined in La. Rev. Stat. §§ 40.1299.58.2, *et seq.*, or to consent to the commitment of principal to an institution of mental health without following the procedures prescribed by La. Rev. Stat. Ann. §§ 28.1, *et seq.*
16. *Insurance.* The exercise any right, option, or privilege available to principal regarding any policy of insurance of any type, including life insurance or annuities, and including but not limited to, the right to surrender the policy; to make a policy loan; to make a claim; to receive payment on any claim; to elect settlement or disbursement options; to receive any check or draft; and to endorse, collect, and receive the proceeds of same.
17. *General.* To do and perform each and every other act, matter, or thing as may be appropriate in agent's discretion as if such act, matter, or thing were or had been particularly stated in this instrument.
18. *Liability of Agent.* Agent will be liable only for breach of duty to principal committed in bad faith. Principal will indemnify agent and hold agent harmless for all reasonable costs, fees, and expenses regarding all matters in this contract, legal actions brought by or against the agent for which agent is not liable within the standard specified in this section.
19. *Limitation of Authority.* Anything herein to the contrary notwithstanding, this power of attorney shall be construed and the authority herein granted shall be limited so that:
 - 19.1. None of the above income earned or attributable to the properties covered by this power of attorney shall be taxed to the agent; and
 - 19.2. The properties covered by this power of attorney shall not be included in the gross estate of agent or taxed in agent's estate as a general power of appointment as said term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended. In this regard, no power created herein shall be exercisable by any agent in its own favor, or in favor of the agent's estate, the agent's creditors or the creditors of the agent's estate.
20. *Reliance.* This power of attorney may be filed and recorded with the Clerk of Court for Terrebonne Parish and registered in the conveyance records, and will remain in effect as to third persons dealing with the agent until either the power or substitute power of attorney is revoked by notarial act and recorded as set forth

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Williams & Rome, L.L.C. • Attorneys at Law • Chalmette, Louisiana

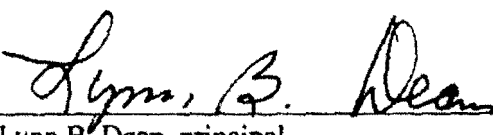
above, or the third person receives written notice of revocation, whichever occurs first. If any party who relies on this power of attorney delivers written notice to the principal, this power of attorney will remain in effect until the party receives written notice of revocation, notwithstanding recordation of revocation as stated above.

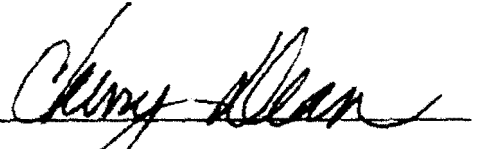
21. *Durability.* The agency created by this power of attorney shall be "durable" and will not terminate in the event of principal's incapacity, disability, or other condition that makes an express revocation of the mandate impossible or impractical, all as provided by La. Civ. Code article 3026.

THUS DONE AND PASSED in duplicate original, on the day, month, and year first above written, in the presence of the undersigned competent witnesses who have signed there names together with principal, agent, and me, notary.

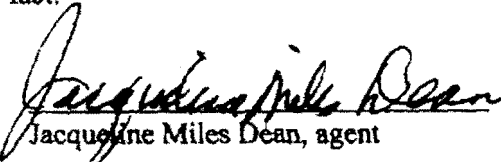
Witnesses:

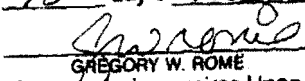

DOUGLAS DEAN
Print Name

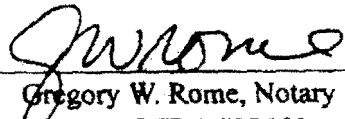

Lynn B. Dean, principal


Cherry Dean
Print Name

The undersigned accepts the appointment created by this power of attorney to act as principal's true and lawful agent and attorney-in-fact.


Jacqueline Miles Dean, agent

St. Bernard Parish, State of Louisiana
I certify this to be a complete, exact and true copy of the original document. Certified this
15th day of August 2012
 Notary Public
GREGORY W. ROME
My commission expires Upon Death


Gregory W. Rome, Notary Public
LSBA #32665
My Commission is for Life.

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Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
WILLIAM & ROME LLC
2413 PAKENHAM DRIVE
CHALMETTE, LA 70043

First VENDOR

DEAN, JACQUELINE MILES

First VENDEE

C & H CANAL LANDS L L C

Index Type : Conveyances

File # : 1412366

Type of Document : Exchange

Book : 2307

Page : 221

Recording Pages : 17

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana

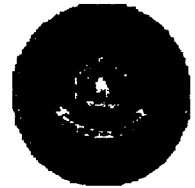
Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 10/31/2012

At (Recorded Time) : 10:23:38:000 AM



Doc ID - 011884180017



221

Return To :
WILLIAM & ROME LLC
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CHALMETTE, LA 70043

Do not Detach this Recording Page from Original Document

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TERREBONNE

Act of Exchange

by and between

**Lynn Dean, husband of and
Jacqueline Miles Dean**

and

C & H Canal Lands, L.L.C.

BE IT KNOWN that on the 29th day of October, 2012, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared

Lynn Dean husband of and **Jacqueline Miles Dean**, both persons of the full age of majority, domiciled in the Parish of Terrebonne, State of Louisiana, who, under oath, declared unto me, Notary, that they have been married but once and then to each other and that they are presently living and residing together at 310B Dean Court, Houma, Louisiana 70363;

and

C & H Canal Lands, L.L.C., a limited liability company formed under the laws of Louisiana domiciled in the Parish of Terrebonne, State of Louisiana, with its registered office at 310B Dean Court, Houma, Louisiana 70363;

who declared that they did and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows:

For and in consideration of the transfer to them as hereinafter set forth, **Jacqueline Miles Dean** and **Lynn B. Dean**, do hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto **C & H Canal Lands, L.L.C.** the following described property, to wit:

SEE EXHIBITS A-J ATTACHED HERETO

And, now for and in consideration of this transfer, **C & H Canal Lands, L.L.C.** does hereby grant, bargain, assign, set over, transfer and deliver unto **Jacqueline Miles Dean** and **Lynn B. Dean**, the following:

CERTIFICATE NO. 1
CONTAINING 10,000 MEMBERSHIP UNITS IN C & H CANAL LANDS, L.L.C.

This exchange is made and mutually delivered and accepted by the parties hereto. It is further agreed and understood that the properties exchanged are equal in value.

To have and to hold the above described properties unto said parties, respectively, the one exchanger unto the other, their heirs, successors and assigns forever. All taxes due and exigible at the time of this exchange have been paid by **Jacqueline Miles Dean** and **Lynn B. Dean**. **C & H Canal Lands, L.L.C.** will pay the ad valorem taxes beginning with those due for calendar year 2012.

The parties hereto waive any conveyance, mortgage, and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith.

THUS DONE AND PASSED at Houma, Louisiana, on the day, date, and year first above written, in the presence of the undersigned competent witnesses who sign their names, with the appearers and me, Notary, after due reading of this act.

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WITNESSES:

Cherry Dean
Witness's Signature

Jacqueline Miles Dean
Jacqueline Miles Dean
for herself and
as attorney-in-fact for Lynn B. Dean

Cherry Dean
Witness's Printed Name

Lynn B. Dean
Lynn B. Dean

Sharon M. Williams
Witness's Signature

Jacqueline Miles Dean
C & H Canal Lands, L.L.C.
by: Jacqueline Miles Dean, Member, and as
attorney-in-fact for Lynn B. Dean, Member

SHARON M. WILLIAMS
Witness's Printed Name

Lynn B. Dean
C & H Canal Lands, L.L.C.
by: Lynn B. Dean, Member

Gregory W. Rome
Gregory W. Rome, Notary Public
LSBA No. 32665
Commission expires at death

EXHIBIT A

A CERTAIN PORTION OF LAND with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and prescriptions thereunto belonging or in anywise appertaining situated in St. Bernard Parish, State of Louisiana located in Township 14 South, Range 13 East and being the greater portion of Lot R-1 of the Poydras Plantation on map of resubdivision of Section "R" made by J.W.T. STEPHENS, C.E., dated March 21, 1924 (1934), said portion of land begins at the intersection of a 24 feet wide road paralleling the original Louisiana Southern Railroad right of way and a neutral strip of land 20.5' feet wide paralleling the St. Bernard—Plaquemines Parish lines thence along said 24 feet wide road South boundary going East for a distance of 104.4 feet, more or less, thence South for a distance of 150' feet, thence East 110' feet to the boundary line of plot R-1, thence in a Southerly direction over the original East boundary of Lot R-1 for a distance of 793.55' feet, more or less, thence West a distance of 214.4' feet to the 20.5' neutral strip, thence in a Northerly direction along said 20.5' neutral strip a distance of 943.44' feet more or less, to the point of beginning.

It is distinctly understood that vendors are selling and transferring unto vendee all of lands and improvements, owned by it and him (them) in original Plot R-1 which is to be delineated on a survey of Eugene Estopinal, C.E., this date completed and to be attached to C.O.B. 88, folio 133 in the public records of St. Bernard Parish.

Vendors also sell, transfer, convey, assign, and deliver unto vendees all of its and his right, title, interest and prescriptions it and he may have, but without warranty not even for return of purchase price unto the so called neutral strip of ground which is described as follows—"Beginning at the intersection of the boundary line separating St. Bernard and Plaquemines Parishes at its intersection with the right of way of the Louisiana Southern Railroad, and measures thence 20.5 feet in an Easterly direction to the Western Boundary of Lot R-1, and thence extending in depth between equal and parallel lines in a Southerly direction 1,068.25', more or less."

Vendors also sell, transfer, convey, assign and deliver unto the vendee all of its and his right title and interest an prescriptions into the projection of the frontage of the property herein conveyed to the center line of the St. Bernard-Point-a-La-Hache Highway as well as the projections of said frontages previously sold to Albert M. Jeanfreau and the St. Bernard Congregation of the Roman Catholic Church, all without warranty, not even for the return of the purchase price. Vendee hereby takes cognizance of the right of ways burdening the property herein sold.

Being the same property conveyed to Lynn B. Dean by Edmond D. Collins and the Plaquemines Parish Canning Co., Inc. in a sale with mortgage executed June 10, 1964 and recorded in the public records of St. Bernard Parish in C.O.B. 88, folio 133.

EXHIBIT B

A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana in Township 14 South, Range 13 East and being a portion of Lot R-1 of the Poydras Plantation on map of resubdivision of Section "T" made by J.W.T. Stephens, C.E., dated March 21, 1924; and the said tract or portion of land herein conveyed is designated as Lot "J" on sketch of survey made by Gilbert & Kelly, Surveyors, dated June 11, 1952, and according to which said survey, the said Lot "J" measures Fifty (50') Feet front by depth of One Hundred Fifty (150') Feet, with width in the rear of Fifty (50') Feet.

Being the same property acquired by Lynn B. Dean from Albert M. Jeanfreau by cash sale executed July 14, 1967, and recorded in the public records of St. Bernard Parish in C.O.B. 98, folio 433.

EXHIBIT C

A CERTAIN PORTION OR PLOT OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and prescriptions thereunto belonging or in anywise appertaining situated the Parish of St. Bernard, State of Louisiana in Township 14 south, Range 13 east, and being a portion of Lot R-1, Poydras Plantation on a map of resubdivision of Section R made by J.W.T. Stephens, C.E., dated March 21, 1924, and which said portion or parcel of ground is described and delineated as follows:

Said portion or plot of land commences at a distance of 643.55 feet from the intersection of the northwest boundary of Lot R-1 as it intersects with a 24 foot road paralleling the original Louisiana Southern Railroad right-of-way and so-called neutral strip of land 20.5 feet wide paralleling the St. Bernard-Plaquemines Parish lines, (Said neutral strip of land is now and has been claimed by Lynn B. Dean and his authors in title) and measures thence 200 feet in a southerly direction towards the rear of Lot R-1; thence at an angle of approximately 103 degrees, 13 minutes a a distance of 214.4 feet in the direction of Lot R-2; thence on an angle of approximately 76 degrees, 46 minutes a distance of 200 feet in a northerly direction towards the Poydras-Point-a-la-Hache Highway; thence at an approximate angle of 103 degrees, 13 minutes a distance of 214.4 feet to the point of beginning.

Being the same property acquired by Lynn B. Dean from Douglas Dean by Act of Exchange executed December 1, 2010, and recorded in the public records of St. Bernard Parish in C.O.B. 1000, folio 35.

EXHIBIT D

CERTAIN PORTION OF LAND, with all the improvements thereon, rights, ways, privileges, servitudes and prescriptions thereunto belonging or in anywise appertaining, and to me known as "Farm Site", situated on the East Bank of the Mississippi River in the Parish of St. Bernard, State of Louisiana, located in T. 14 S.E. 13 E. designated as Plot "T," on a plan of survey by Corwin A. Robert, C.E., Surveyor, dated November 19, 1957, a copy of which is referred to in the act of acquisition by vendors herein registered in C.O.B. 70, Folio 386, records of St. Bernard Parish, Louisiana, and copy of which is annexed to this act for purposes of reference; the said Plot "T" herein sold, begins at the intersection of the rear line and the east boundary line of the original Plot "M" from which this portion of land is taken; and thence along its east boundary to a point 100 feet, and thence is bounded on the north by boundary line, from East to West 214.4 feet to the West boundary line of the original Plot "M," and thence in southerly direction along said boundary line for a distance of 100 feet, to the Intersection of the West boundary line and rear line of the original Plot "M," and thence in an easterly direction of said original rear boundary for a distance of 214.4 to the point of origin.

The original Plot "M" is now divided into three plots, namely Plot "T" above described having a width of 100 feet, Plot "S," adjoining with a width of 100 feet, and the remainder of Plot "M" with a remaining width of 200 feet, measured along the east and west boundary line of the original Plot "M," the said Plot "M" originally R-1 of Poydras Plantation as per plan of survey of Section B, by J.W.T. Stephens, C.M./E. dated March 21, 1921, C.O.B. 42, Folio 172, Parish of St. Bernard.

Being the same property acquired by Lynn B. Dean from Anna Mae Collins and her husband Louis Latapie by cash sale executed September 1, 1961, and recorded in the public records of St. Bernard Parish in C.O.B. 79, folio 433.

EXHIBIT E

A CERTAIN PORTION OF LAND, together with the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana in Township 14 South, Range 13, East, and being the West One-Half of Lot R-2 of the Poydras Plantation according to a sketch of survey made by William C. Hunter, C.E. dated March 21, 1954, the said tract herein described commences at the intersection of Lot R-1 and Lot R-2 on a road 24 feet wide paralleling the east side of the Louisiana Railway boundary line, and runs thence 107.20 feet along said road, and thence in a southeasterly direction a distance of 1043.55 feet to the rear line of said property, and thence in a westerly direction a distance of 107.20 feet to the boundary line of Lot R-1, and thence running in a northwesterly direction, a distance of 1043.55 feet to the point of beginning; said above described tract being the west one-half of Lot R-2 on a map of J.W.T. Stephens, C.D., dated December 20, 1923.

Also a 7 foot strip of the East one-half of the original Lot R-2 which commences on the Eastern Boundary of the property hereinabove described and measures 7 feet front on a 20 foot roadway, a like width in the rear by a depth of 1,043.55 feet between equal and parallel lines.

All of said property is more accurately described and delineated on a survey of Eugene I. Estopinal, C.E., dated February 4, 1966 and attached to the sale recorded at C.O.B. 94, folio 38 in the public records of St. Bernard Parish and according to which commences 214.40 feet from the edge of a so-called 20.50 foot neutral strip (which is claimed by vendee) and the intersection of a 24 foot road paralleling the East side of Louisiana Railway Boundary Line and runs thence 114.20 feet on said road toward original Lot R-3 of poydras plantation Subdivision with a like width in the rear by a depth between equal and parallel lines of 1043.55 feet.

The original lot R-2 has been subdivided into R-2-B and R-2-A and the property herein conveyed has been designated as Lot R-2-A and the subdivision thereof has been approved by the St. Bernard Parish Police Jury by resolution adopted on February 17, 1966, a certified copy of which is recorded in the conveyance records of St. Bernard Parish.

Being the same property acquired by Lynn B. Dean from Odile Morales, Lucille Evans, Helen Evans, and Frank Evans, Jr. by act of Cash sale executed April 5, 1966, and recorded in the public records of St. Bernard Parish in C.O.B. 94, folio 38.

EXHIBIT F

A CERTAIN TRACT OR PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in Township 14 South, Range 13 East, and being the greater portion of the east one-half of Lot R-2 of the Poydras Plantation; according to sketch of survey made by Eugene I. Estopinal, C.E., dated May 13, 1960, a copy of which is annexed to a collateral mortgage granted by Evela Guidry, wife of/and Edmond D. Collins, executed before Allen J. Tillery, Entry No. 44467, recorded in M.O.B. 68, folio 149, Parish of St. Bernard; and according to said survey, said tract or portion of ground commences at a distance of One Hundred Seventy-Four and twenty hundredths feet (174.20') from the intersection of Lot R-1 and R-2 on a road twenty-four feet (24') wide paralleling the east side of the Louisiana Southern Railway boundary line, and runs thence from point designated as Letter "A" on survey hereinabove referred to, which is the point of beginning, a distance of Forty and twenty hundredths feet (40.20') to point designated as Letter "B", thence in a southeasterly direction a distance of One Thousand forty-three and fifty five hundredth feet (1,043.55) to the rear line which point is designated as Letter "C", thence in a westerly direction a distance of One Hundred and twenty hundredths feet (100.20') to a point designated as Letter "D", thence in a northwesterly direction Eight Hundred eight and fifty five hundredths feet (805.55') to point designated as Letter "E", thence in an easterly direction a distance of sixty (60') feet to point designated as Letter "F", thence in a northwesterly direction a distance of Two Hundred Thirty five feet (235') to point of beginning which is designated as Letter "A", all as designated on survey hereinabove referred to.

Being the same property acquired by Lynn B. Dean from Edmond D. Collins by cash sale executed January 26, 1967, and recorded in the public records of St. Bernard Parish in C.O.B. 97, folio 255.

EXHIBIT G

A CERTAIN TRACT OR PORTION OF GROUND, beginning at a point on the North Boundary of Lot R-1, Poydras Plantation, St. Bernard Parish, Fifty (50') Feet West of the Northeast corner of the above described lot; thence West along the North boundary of Lot R-1 for a distance of Sixty (60') Feet; thence South on a line parallel to the East boundary of Lot R-1 for a distance of One Hundred Fifty (150') Feet; thence East on a line parallel to the North boundary of Lot R-1 for a distance of Sixty (60') Feet; thence North on a line parallel to the East boundary of Lot R-1 for a distance of One Hundred Fifty (150') Feet to the point of beginning.

Being the same property acquired by Lynn B. Dean from the St. Bernard Roman Catholic Church by cash sale executed July 14, 1967, and recorded in the conveyance records of St. Bernard Parish in C.O.B. 98, 434.

All the rights and title Lynn and Jacqueline Miles Dean have or may have to the remainder of the eastern half of Lot R-2, whether acquired by acquisitive prescription or by some other means. The transfer of these rights are made without any warranty whatsoever, even for the return of the purchase price or property exchanged for it.

EXHIBIT H

A CERTAIN PORTION OF LAND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated on East Bank of Mississippi River, in the Parish of Plaquemines, Louisiana, about nine miles below the limits of the City of New Orleans, and bounded on the upper or east side by the boundary line separating the Parishes of Plaquemines and St. Bernard, and bounded on the front or north by the right-of-way of the Louisiana Southern Railroad Company, bounded on the lower or west side by the upper bank of the Navigation Canal of the Phillips Land Company, and bounded in the rear or on the South side by a line parallel to the right-of-way of the Louisiana Southern Railroad Company, and distance 1675 feet from said railroad right -of-way, said portion of land containing the equivalent of five square acres.

Less and Except

A portion of land conveyed by Plaquemines Parish Canning Company, Inc., and Edmond D. Collins to Richard Chalaire measuring 55.20 feet on the present right-of-way of the Louisiana Southern Railroad Company, by a width in the rear of 55.0 feet, by a depth on its eastern side line in a southerly direction 70.0 feet, and by a depth of 63.52 feet on its opposite side line. All as more fully shown, and in accordance with, a plan of survey made by Thomas P. Reed, Civil Engineer, dated May 10, 1961, a white print copy of which is annexed to the cash sale filed in the public records of Plaquemines Parish in C.O.B. 240, folio 347.

Being the same property acquired by Lynn B. Dean. from the Plaquemines Parish Canning Company, Inc., and Edmond D. Collins by cash sale executed June 4th, 1961, and recorded in the public records of Plaquemines Parish in C.O.B. 240, folio 347.

EXHIBIT I

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, located in Section 12, T-17-S, R-17-E and being more particularly described in part in a map made by Douglass S. Talbot, R.L.S. dated June 15, 1981, the latest revision being July 13, 1981, and in part by a lot line adjustment approved and accepted by the Terrebonne Regional Planning Commission March 1, 2012. The tract is more particularly described as follows:

Commencing at the conventional northwest corner of Section 12, T17S, R17E, thence S 73° 29' 37" E a distance of 765.83 feet to a point; thence along a curve to the left having a delta of 2° 54' 14", radius of 1,115.68 feet, arc-length of 56.54 feet, and a tangent of 28.28 feet to a point; thence S 01° 01' 44" E a distance of 480.23 feet to a point; thence S 88° 59' 46" E a distance of 556.50 feet to a point; thence S 1° 00' 14" W a distance of 407.31 feet to the point of beginning;

Thence S 89° 02' 03" E a distance of 188.66 feet;

Thence S 2° 26' 26" E a distance of 857.87 feet;

Thence N 88° 52' 17" W a distance of 110.47 feet;

Thence S 1° 07' 43" W a distance of 292.62 feet;

Thence N 88° 27' 07" W a distance of 439.62 feet;

Thence S 4° 46' 27" W a distance of 60.92 feet;

Thence S 86° 44' 58" W along an existing chain link fence to the right-of-way of Dean Court;

Thence N 1° 00' 08" E a distance of 1243.19 feet;

Thence S 89° 48' 55" E a distance of 115.41 feet;

Thence S 27° 42' 39" E a distance of 26.06 feet;

Thence S 89° 02' 03" E a distance of 416.16 feet to the point of beginning,

Said property containing approximately 19.813 acres, together with bulkheading, mooring dolphins, oxygen, propane, compressed air, water and electrical service lines and all improvements thereon and property functionally related and subordinate to said property.

Being the same property conveyed to Lynn B. Dean by Dean Boats, Inc. by act executed June 25, 1990, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1241, folio 39, and part of the same property conveyed to Lynn B. Dean by Dean Boats, Inc. by act executed March 31, 1989, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1184, folio 741.

EXHIBIT J

THAT CERTAIN PORTION OR STRIP OF GROUND, measuring 20.5 feet on the extreme lower boundary of the original Poydras Plantation and which said strip extends from the lower water mark of the Mississippi River to the extreme rear limits of Poydras Plantation. This said strip or portion of ground has been designated and delineated a 20.5 foot neutral strip on the various surveys and is located in the Parish of St. Bernard and the Southern line is believed to form the boundary lines between St. Bernard and Plaquemines Parish.

Being the same property acquired by Lynn B. Dean from Edwin T. Russell by conveyance executed April 8, 1968, and recorded in the public records of St. Bernard Parish in C.O.B. 100, folio 454.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TERREBONNE

**Durable
Power of Attorney**

By:

Lynn B. Dean

In Favor of:

Jacqueline Miles Dean

BE IT KNOWN that on the 1st day of December, 2010, before me, Gregory W. Rome, a notary public duly qualified in and for the above stated state and parish, and in the presence of the named and undersigned competent witnesses, personally appeared **Lynn B. Dean** ("principal"), a person over the age of the majority and a resident of Terrebonne Parish, Louisiana, whose permanent mailing address is **2406** Dean Court, Houma, LA, 70363. He declared under oath that he has been married but once and then to **Jacqueline Miles Dean**, from whom he has never been separated or divorced and with whom he currently lives or resides. And he further declared that he appoints **Jacqueline Miles Dean** ("agent") to be his agent and attorney-in-fact with full power and authority to act for, in the name of, and on behalf of principal, and to do all acts necessary or deemed appropriate by agent in representing principal, including but not limited to the following:

1. *Business and Affairs.* To conduct, manage, and transact the business and personal financial matters of principal, of every nature and kind without exception; to bind principal as surety for any obligation.
2. *Correspondence.* To open and read all letters, telegrams, cablegrams, facsimiles, electronic mail, and other correspondence addressed to principal and to answer same in principal's name.
3. *Banking.* To make, endorse, accept, and to pay promissory notes, drafts, and bills of exchange; to sign checks drawn on and to draw money out of any bank, homestead, or other financial institution or other account in which funds may be on deposit in the name of or for the account of principal; to deposit checks, drafts, and bills of exchange in any account standing in the name of principal; to deliver to any bank or other financial institution any promissory notes or other instruments for collection; to open, manage, operate, renew, or close any account at any bank or financial institution in the name of principal; and to deposit or withdraw all or part of the funds, including certificates of deposit, checking, savings, money market, or any other type of account or any Treasury notes or bills, with the preceding being illustrative and not limiting the generality of this power.
4. *Securities.* To sell, purchase, and transfer shares of stock, bonds, or any other securities of any corporation or any other legal entity, whether private or public and whether registered in the name of the principal or not, and to receive and take receipt for the sale price of the securities; to receive and take receipt for all dividends, coupons, or other distributions due or to become due on the same; to deliver, pledge, and pawn the shares of stocks or bonds; to attend meetings of the stockholders of any corporation or holders of any securities of any legal entity in which principal may be interested and to vote in the name of principal on all

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questions and matters that may be submitted or considered at such meeting; to receive all documents and notices; and to exercise all rights and fulfill all obligations of principal regarding any security of any type, value, or nature. For the purposes of this paragraph, a membership or management interest in a Limited Liability Company constitutes a security of a legal entity.

5. *Loans.* To borrow money in principal's name from any bank or other financial institution; to make, issue, and endorse any promissory note in the name of principal, and to renew the same from time to time; to deliver, pledge, and pawn the same; and to waive and renounce any prescription accrued on the same.
6. *Property – Sale, Purchase, Lease, Mortgage, Pledge.* To alienate, acquire, sell, swap, donate, mortgage, encumber, pledge, purchase, lease or grant servitudes pertaining to immovable (real) or movable (personal) property, although not described in this instrument (as permitted by La. Civil Code art. 2996), on such terms and conditions as determined by agent and to execute such documents to effect such acts and receive or pay amounts pursuant to such acts.
7. *Property – Mineral Rights.* To execute mineral leases and other contracts, including utilization and pooling agreements, for the exploration and development of oil, gas, salt, sulfur, and other minerals in and under any property of principal or in which principal may have an interest, on such terms and conditions and for such consideration as agent may deem proper, and to receive and take receipt for the bonuses, rents, and proceeds of the same; to execute mineral and property deeds or leases either selling, buying, or leasing minerals or royalty rights; and to execute all division orders or other agreements of every nature and kind in connection with or relative to the acts.
8. *Judicial Proceedings.* To appear before all courts in connection with any claims and to prosecute, defend, or compromise and settle the same by agreement, arbitration, or otherwise; to accept service of process on behalf of principal; to sign all pleadings and do all things necessary; to obtain writs of attachment, sequestration, and injunction; and to take appeals and, in any such instances, to furnish and sign on behalf of principal the requisite security bonds.
9. *Successions.* To represent principal judicially and otherwise, whether as heir, legatee, creditor, executor, administrator, or otherwise, in all successions or estates in which principal is, may be, or may become interested; to accept or renounce the same; to apply for the administration of the succession or estate and to demand, obtain, and execute all orders, decrees, and tax returns as agent may deem proper; and to settle, compromise, and liquidate principal's interest in the same and to receive and take receipt for all property and effects to which principal may be entitled in respect of the successions or estates.
10. *Agents and Proxy.* To act for principal and be principal's substitute in all instances in which principal has been or may be appointed the agent of others; and to vote proxies of others issued in the name of principal and to execute proxies in favor of others to vote in the name of principal.
11. *Claims.* To demand, obtain, recover, and take receipt of amounts of money, goods, properties, and effects to which principal is now or may be in the future entitled; and to that end, to compromise and adjust all accounts and other obligations and to give full and sufficient discharge and acquittance for the same.
12. *Creditors' Meetings.* To attend meetings of creditors in which principal may be interested and to vote in principal's name on all questions and matters that may be submitted to or considered at such meetings.
13. *Donations.* To donate any asset of principal to any person under any terms and

conditions determined by agent.

14. *Tax Returns and Related Matters.* To file any United States, Louisiana, or other tax returns (including, but not limited to, income tax returns); to apply for extensions of time to file tax returns; to file elections related to tax matters; to represent the principal in connection with any matter relating to any taxes; to grant powers of attorney to any authorized representative relating to tax matters; and to take any action relating to taxes, including, but not limited to, taxes of the United States and the State of Louisiana.
15. *Medical Decisions.* To make any and all medical decisions related to treatment of the physical and/or mental health of the principal, including, but not limited to, consulting with and granting authorization to hospitals, doctors, nurses, and other medical personnel to take appropriate action regarding the physical and/or mental health of the principal, and to appoint one or more physicians to examine the principal when required by principal's agreement to determine if principal is mentally or physically capable to perform those activities and functions that are conditioned by principal's agreement on principal's physical or mental health. This authority does not authorize agent to make decisions related to withholding life sustaining support measures as defined in La. Rev. Stat. §§ 40.1299.58.2, *et seq.*, or to consent to the commitment of principal to an institution of mental health without following the procedures prescribed by La. Rev. Stat. Ann. §§ 28.1, *et seq.*
16. *Insurance.* The exercise any right, option, or privilege available to principal regarding any policy of insurance of any type, including life insurance or annuities, and including but not limited to, the right to surrender the policy; to make a policy loan; to make a claim; to receive payment on any claim; to elect settlement or disbursement options; to receive any check or draft; and to endorse, collect, and receive the proceeds of same.
17. *General.* To do and perform each and every other act, matter, or thing as may be appropriate in agent's discretion as if such act, matter, or thing were or had been particularly stated in this instrument.
18. *Liability of Agent.* Agent will be liable only for breach of duty to principal committed in bad faith. Principal will indemnify agent and hold agent harmless for all reasonable costs, fees, and expenses regarding all matters in this contract, legal actions brought by or against the agent for which agent is not liable within the standard specified in this section.
19. *Limitation of Authority.* Anything herein to the contrary notwithstanding, this power of attorney shall be construed and the authority herein granted shall be limited so that:
 - 19.1. None of the above income earned or attributable to the properties covered by this power of attorney shall be taxed to the agent; and
 - 19.2. The properties covered by this power of attorney shall not be included in the gross estate of agent or taxed in agent's estate as a general power of appointment as said term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended. In this regard, no power created herein shall be exercisable by any agent in its own favor, or in favor of the agent's estate, the agent's creditors or the creditors of the agent's estate.
20. *Reliance.* This power of attorney may be filed and recorded with the Clerk of Court for Terrebonne Parish and registered in the conveyance records, and will remain in effect as to third persons dealing with the agent until either the power or substitute power of attorney is revoked by notarial act and recorded as set forth


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above, or the third person receives written notice of revocation, whichever occurs first. If any party who relies on this power of attorney delivers written notice to the principal, this power of attorney will remain in effect until the party receives written notice of revocation, notwithstanding recordation of revocation as stated above.

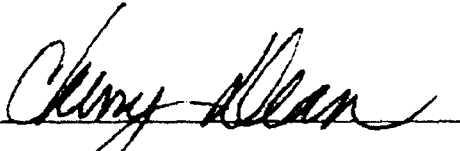
21. *Durability.* The agency created by this power of attorney shall be "durable" and will not terminate in the event of principal's incapacity, disability, or other condition that makes an express revocation of the mandate impossible or impractical, all as provided by La. Civ. Code article 3026.

THUS DONE AND PASSED in duplicate original, on the day, month, and year first above written, in the presence of the undersigned competent witnesses who have signed there names together with principal, agent, and me, notary.

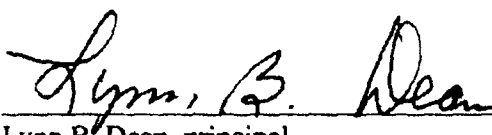
Witnesses:


DOUGLAS DEAN

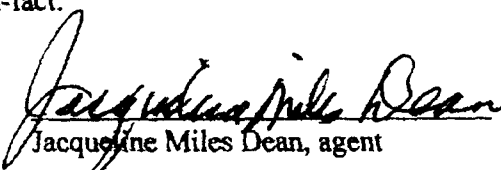
Print Name


Cherry Dean

Print Name

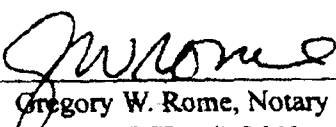

Lynn B. Dean, principal

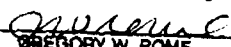
The undersigned accepts the appointment created by this power of attorney to act as principal's true and lawful agent and attorney-in-fact.


Jacqueline Miles Dean, agent

Williams & Rome, L.L.C. • Attorneys at Law • Chalmette, Louisiana

St. Bernard Parish, State of Louisiana
I certify this to be a complete, exact and true
copy of the original document. Certified this
15th day of August 2012


Gregory W. Rome, Notary Public
LSBA #32665
My Commission is for Life.


GREGORY W. ROME Notary Public
My commission expires Upon Death

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Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
WILLIAMS & ROME LLC
2413 PAKENHAM DRIVE
CHALMETTE, LA 70043

First VENDOR

DEAN, JACQUELINE MILES

First VENDEE

DEAN FAMILY RESIDENCE TRUST

Index Type : Conveyances

File # : 1416547

Type of Document : Trust - Usufruct - Probate

Book : 2313

Page : 565

Recording Pages : 13

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Terrebonne Parish, Louisiana

Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 12/28/2012

At (Recorded Time) : 12:56:00:000 PM



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STATE OF LOUISIANA

PARISH OF TERREBONNE

TRUST INSTRUMENT

DEAN FAMILY RESIDENCE TRUST

BEFORE the undersigned authority and competent witnesses personally came and appeared
the Settlor

Jacqueline M. Dean, individually and as attorney-in-fact for Lynn B. Dean, a person of the full age of majority and of sound mind, whose residential address is 310B Dean Court, Houma, Louisiana 70363, who declared that she has been married but once and then unto Lynn B. Dean, with whom she is presently married;

and the Trustee

Cherry Dean Carambat, a single person of the full age of majority.

The term trustee shall refer to the original trustee as well as any successor or alternate. The original trustee hereby accepts this appointment and agrees to be bound by the provisions of this trust instrument.

The Settlor and the Trustee declared the following:

ARTICLE I. PURPOSES AND FUNDING OF THE TRUST

1.1 **Purpose.** All provisions of this trust instrument shall be construed in such a manner as to best effect the following purposes of this trust:

1.1.1 The primary purpose of this trust is to hold property for the benefit of the beneficiaries.

1.1.2 This trust shall be a grantor trust for federal and state tax purposes only, not for state law substantive purposes. If any provision of this trust is contrary to these purposes, the trustee may amend the trust, without court approval, to comply with these purposes, or, if more appropriate, such provision shall be considered as not written.

1.2 **Property.** The initial trust property shall consist of Ten Dollars (\$10.00) cash together with such other property as may be added either by the settlor or by third persons. The settlor hereby conveys to the trustee, in trust, the sum of Ten Dollars (\$10.00) cash, receipt of which is

hereby acknowledged by the trustee, to be held and administered as trust property in accordance with this trust instrument.

ARTICLE II. TRUST

2.1 Trust. A single trust is hereby created. The name of the trust shall be the **Dean Family Residence Trust**.

2.2 Irrevocability. The trust shall be irrevocable.

ARTICLE III. BENEFICIARIES

3.1 Income beneficiaries. **Jacqueline M. Dean** and **Lynn B. Dean** shall be the income beneficiaries until their deaths. Upon the death of both **Jacqueline M. Dean** and **Lynn B. Dean**, the principal beneficiaries shall be income beneficiaries in proportion to their interests in principal.

3.2 Principal beneficiaries. The principal beneficiary shall be **Alicia Dean Nettles**.

3.3 Right to appoint beneficiaries by testament. Notwithstanding any other provision of this trust instrument, including Section 2.2, the settlor may in her validly executed testament filed in her succession proceeding change the beneficiaries of this trust to name settlor's creditors or creditors of the settlor's estate as beneficiaries, in whole or in part.

3.4 Successor beneficiaries. If a principal beneficiary dies intestate before termination of the Trust, then their interest in the principal and/or income of the trust for which such person was the beneficiary shall immediately vest in equal shares and in Trust among their children in being at that time, as substitute beneficiaries. If they die without surviving issue, then their share in the interest will immediately vest in the remaining principal beneficiaries in proportion to the their interests in principal.

ARTICLE IV. SPENDTHRIFT CLAUSE

A beneficiary may not transfer, alienate, or encumber the whole or any part of the beneficiary's interest in the Trust, either voluntarily or involuntarily, and this Trust shall be a "spendthrift trust" as defined under the Louisiana Trust Code.

The interest of each beneficiary shall be subject to the maximum spendthrift restraints permitted by law in the jurisdiction in which the beneficiary is domiciled or Louisiana law, whichever, in the opinion of the trustee or counsel retained by the trustee, provides the beneficiary with greater protection from creditors. The interest of a disabled beneficiary shall be free from the control or interference of any governmental agency providing aid or benefits to that beneficiary.

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ARTICLE V. TERM

5.1 Maximum term. The term of the trust may not exceed the maximum term allowed by law of the jurisdiction of the situs of the trust.

5.2 Justified termination. The trustee may terminate the trust if, in the trustee's sole and absolute discretion, the income and assets of the trust do not justify the expenses of maintaining the trust. However, no trustee who is a beneficiary may act alone to terminate the trust, rather in such case the requirements of Section 6.3 must be met.

ARTICLE VI. DISTRIBUTIONS

6.1 Distributions of income. The trustee in the trustee's sole and absolute discretion may accumulate or distribute income accruing for the benefit of any income beneficiary.

6.2 Distributions of principal. Principal may be distributed to a particular beneficiary from his share of principal in such amounts and at such times as the trustee determines in the trustee's sole and absolute discretion to be appropriate. As to any principal beneficiary who is not also an income beneficiary, such distributions, in accordance with La. R.S. § 9:2068, although in the sole and absolute discretion of the trustee, must be for the beneficiary's health education, maintenance and support, or pursuant to an objective standard, for any other purpose.

6.3 Restriction on distribution. No beneficiary shall have the power exercisable solely by himself or herself to distribute principal to himself or herself. Any such distribution must be made with the consent of at least one other beneficiary. If there is but one beneficiary, the consent of the person who would next serve as trustee, or a person appointed by the trustee for such purpose, is required as to any distribution of principal to the beneficiary.

6.4 Distributions to a disabled beneficiary. Notwithstanding any other provision of this trust instrument, as to any beneficiary whom the trustee determines to be disabled such that the beneficiary may qualify for financial assistance from any governmental agency, such as under Medicaid or Supplemental Security Income programs, the trustee (who may not be the disabled beneficiary) shall distribute principal and income exclusively in accordance with the following provisions:

6.4.1 Trustee's discretion. The trustee may pay to or for the benefit of the disabled beneficiary such amounts as the trustee deems advisable for the disabled beneficiary's special needs and for his or her funeral expenses. Distributions to an income beneficiary who is also a principal beneficiary shall be only from the disabled beneficiary's interest in the trust. Any income not distributed shall be added annually to principal. "Special needs" means the requisites for maintaining the disabled beneficiary's good health, safety, and support when such requisites are not being provided by any governmental agency or from any other source of income available to the disabled beneficiary. This trust is intended to supplement, not replace governmental benefits available to the disabled benefi-

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ciary, and the trustee shall make all distributions to or on behalf of the disabled beneficiary subject to this standard.

6.4.2 Special needs. Special needs shall include dental care, plastic surgery, psychological support services, recreation and transportation, differentials in cost between housing and shelter for shared and private rooms, supplemental nursing care, and similar care that assistance programs may not otherwise provide. The trustee is directed to consider these basic living needs when making distributions. In addition, the trustee should consider distribution for such things as telephone and television service, an electric wheelchair, a mechanical bed, companions for travel, reading, driving, and cultural experiences, hair and nail care, stamps and writing supplies, more sophisticated mental or dental or diagnostic work or treatment for which there are not funds otherwise available, plastic cosmetic surgery or other non-necessary medical procedures, private rehabilitative training, periodic outings and vacations, payments to third parties to accompany the disabled beneficiary on vacations and outings, and payments to bring the family and friends for visitation if the trustee deems that appropriate and reasonable. This list is intended to be illustrative and not inclusive of the kinds of nonsupport disbursements that would be appropriate for the trustee to make. It is important that the disabled beneficiary maintain a level of human dignity and humane care. The trust provisions contained in this instrument should be interpreted by the trustee in light of these concerns.

6.4.3 Public assistance programs. If the disabled beneficiary is unable to maintain and support himself independently, the trustee may, in the exercise of the trustee's best judgment and fiduciary duty, seek support and maintenance for the disabled beneficiary from all available public resources. The trustee shall take into consideration the applicable resource and income limitations of any public assistance program for which the disabled beneficiary is eligible. In carrying out the provisions of the disabled beneficiary's trust, the trustee shall be mindful of the probable future special needs of the disabled beneficiary.

6.4.4 Trust income and principal not available. No part of the income or principal of the disabled beneficiary's interest shall be used to supplant or replace public assistance benefits of any parish, county, state, federal, or other governmental agency that has a legal responsibility to orphaned minors or persons with disabilities that are the same or similar to those that the disabled beneficiary may be experiencing. For purposes of determining the disabled beneficiary's public assistance eligibility, no part of the principal or undistributed income of the trust shall be considered available to the disabled beneficiary. If demand is made on the trustee to release principal or income of the trust to or on behalf of the disabled beneficiary on the bases that the trust constitutes a resource which prevents the beneficiary from qualifying for governmental assistance, or if the trustee is requested to petition the court or any administrative agency for the release of trust principal or income for this purpose, the trustee is authorized to deny such demand or request and is authorized in the trustee's sole and absolute discretion to take whatever administrative or judicial steps may be necessary to continue the public assistance program eligibility of the disabled beneficiary, including obtaining instructions from the proper court ruling that the trust corpus is not available for the disabled beneficiary for such eligibility purposes. Any

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expenses of the trustee in this regard, including attorney fees, shall be a proper charge to the trust.

6.4.5 Disabled beneficiary may not serve as trustee. The disabled beneficiary may not serve as trustee if this section is applicable.

6.4.6 Trustee's discretion to override. The trustee, other than a trustee who is the disabled beneficiary, may disregard this section 6.4 if the trustee determines, in the trustee's sole and absolute discretion, that the beneficiary's circumstances creating the need for the distribution outweigh the loss of governmental benefits by the beneficiary, in which case the trustee shall bear no liability to the beneficiary in this determination or for the actual distribution.

6.5 Distribution on termination. Upon the termination of the trust, the trustee shall distribute the remaining trust assets to the then existing principal beneficiaries in proportion to their interests in principal.

ARTICLE VII. POWERS OF THE TRUSTEE

7.1 General powers. Except as specifically provided in this trust instrument, the trustee shall have all of the powers that may be conferred upon trustees under applicable law. If a question should arise as to whether trustees have a particular power, this trust instrument shall be liberally construed as granting such power. Should future changes in the law expand the powers of trustees, the trustee shall have those expanded powers.

All powers may be exercised by the trustee in the trustee's favor for adequate consideration (e.g., the trustee shall have the power to seek trust property to himself or herself) unless and to the extent specifically prohibited elsewhere in this instrument. Sales to the trustee may be for unsecured promissory notes.

7.2 Additional powers. Without limiting the completeness and generality of the trustee's powers granted by the preceding section, should those powers not include the following, the trustee shall also have all of the powers enumerated in the remainder of this Article VII.

7.3 Commingling. To commingle the trust property of this trust with the trust property of any other trust created for the benefit of a beneficiary, whether for investment, administrative or other purposes, allotting to each separate trust an undivided interest in the commingled trust property which should always be equal to that trust's proportionate contribution to the commingled trust property.

7.4 Purchases and sales. To purchase, sell, exchanged, partition or otherwise acquire and dispose of property at public or private sale for such purposes and upon such terms, including sales on credit, with or without security, in such manner and at such prices as the trustee may determine.

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7.5 Purchase of home. To purchase a home for the use of that beneficiary from a beneficiary's interest in the trust for the use of that beneficiary.

7.6 Alterations to home. Make any alterations or improvements to the home in which an income beneficiary is residing in order to make the home handicapped accessible or to assist in the beneficiary's ability to stay in the home if disabled or aged.

7.7 Banking and investment powers of the trustee.

7.7.1 Bank accounts. To open and close any account with an bank or savings and loan, including checking, money market, and savings accounts and certificates of deposit, and to designate co-signers or signatories other than the trustee as to any accounts. To deposit moneys, checks and negotiable instruments of any kind. To write checks or otherwise withdraw funds.

7.7.2 Securities and other portfolio investments. To invest trust assets in shares of stock, investment funds, investment companies, mutual funds and, without notice to anyone, to participate in any common trust fund maintained by any corporate trustee at any time serving hereunder, including those in which a corporate trustee or its affiliate serves as investment advisor, savings accounts, savings certificates, certificates of deposit, or any other interest-bearing time deposit offered or made available by the corporate trustee.

7.8 Options. To grant options affecting trust property for such purposes and periods, upon such conditions, in such manner, and at such prices as the trustee may determine. To purchase or receive options for periods that may extend beyond the terms of the trust, and, when the trustee may deem it desirable, to exercise them for such price and on such terms and conditions as the trustee may see fit.

7.9 Servitudes and easements. To create servitudes or easements on trust property for such purposes and periods, which may extend beyond the termination of the trust, upon such conditions, in such manner, and at such price as the trustee may determine.

7.10 Leases. To lease or give options to lease all or any part of the trust property for such price, and on such terms and conditions, for such purposes and at such rentals as the trustee may see fit, and for terms and periods that may extend beyond the term of the trust; to enter into, amend or extend beyond the term of the trust all kinds of leases including but not limited to all kinds of predial leases, surfaces leases, and oil, gas and mineral leases, with or without pooling provisions.

7.11 Oil, gas and other minerals. To sell, lease, exchange, partition or otherwise alienate oil, gas or other minerals and interests therein, and the right to explore for them, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations and for such terms and periods as the trustee may see fit, which may extend beyond the term of the trust. To invest in, to acquire and retain, for so long as period as the trustee may see fit, oil, gas and

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mineral leases and rights in and to oil, gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interests, whether productive when acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, unitization, repressurization, and any other type of agreement relating to the development, operation and conservation of mineral property that in the trustee's judgment is best for the trust.

7.12 Borrowing. To borrow money by obligation either unsecured or secured, in such amounts, on such terms, at such rates of interest or without interest, and in such manner as the trustee may think desirable and to secure such loans by mortgage, pawn, or pledge of trust property or otherwise, and to mortgage or pledge trust property for any period of time the trustee shall think desirable, even beyond the term of the trust. If a corporate trustee, to borrow money from its own banking department or from anyone else for any purpose in connection with the administration of the trust.

7.13 Lending. To make loans of trust property to such persons, firms, partnerships, corporations, or political subdivisions, including businesses or business interests that the trustee may hold in trust, and to beneficiaries of this trust, for such purposes and for such periods, in such amounts and at such rates of interest, with or without security, and subject to such other terms as the trustee may determine. An individual trustee may lend trust property to himself or herself, his or her employer, employee, partner, relative or business associate provided each loan is made at arm's length, bears a reasonable rate of interest and is appropriately secured. The trustee may not lend money to the settlor.

7.14 Exchange. To exchange trust property for other property or to give options to exchange trust property upon such terms as the trustee may deem advisable.

7.15 Retention of trust property. To hold and retain trust property in the form received so long as the trustee deems advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would not ordinarily be considered suitable for trust investment, whether or not such property is productive of income and even though it may not be prescribed or authorized by any laws relating to the investment or trust property, even to the extent of keeping all of the trust fund in one type of property, even though the total amount of cash so held shall be disproportionate under the laws applicable to the administration and investment of trust property and even though the period of time in which the cash so held shall be longer than otherwise would be permitted.

7.16 Distributions. To make distributions or divisions of trust property at value fairly and equitably determined by the trustee and, when dividing or distributing funds or paying trust principal, to make such payment, division or distribution wholly or partly in kind by allocation and transferring specific movable or immovable property or undivided interests therein as part of the whole or any share or payment, at current values.

7.17 Improvements. To raze any buildings or other structures as the trustee may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings or other structures and to make any other kind of improvements the trustee may deem proper; to

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receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any trust property in the manner and to the extent the trustee may deem advisable.

7.18 Allocations of receipts and disbursements. To determine what shall be charged or credited to income and what to principal in accordance with any accounting principles determined appropriate by the accountant for the trust and consistently applied.

7.19 Agents and employees. To employ or retain such employees, agents and advisors as the trustee may deem necessary to assist in performing any duties of the trustee, including, but by way of illustration only, investment and management advice, and for any other purposes the trustee considers advisable, and to determine reasonable charges for such services and to make payment therefor out of trust property.

7.20 Custody and location of trust property. To keep all or any part of the trust property at any place in Louisiana or elsewhere with such depositories or custodians at such places as the trustee may deem necessary or advisable, and to hold securities in the names of the nominees.

7.21 Powers of attorney. To give such powers of attorney, general or special, with or without power of substitution, in connection with the exercise of other powers as the trustee may deem advisable.

7.22 Miscellaneous agreements. To enter any and all kinds of agreements, whether or not specifically described in this Article VII.

7.23 Facility of payment. The trustee may make payment by any reasonable method, including the following:

- (a) directly to the beneficiary;
- (b) to the legally appointed tutor (guardian) or curator of the beneficiary;
- (c) by disbursing such amounts directly for the benefit of the beneficiary;
- (d) by depositing all or any part of the income into a checking or savings account in a bank, savings and loan association or other depository in the name of the beneficiary;
- (e) to another trust for the benefit of the same beneficiary; or
- (f) to a custodian appointed under the Uniform Gifts or Transfers to Minors Act adopted by any state.

The trustee is specifically authorized to recognize and honor the beneficiary's endorsement of any check issued by the trustee to the beneficiary, whether or not the beneficiary is then a minor.

7.24 Delegation of Powers. Any trustee may delegate any powers and authorities to another trustee for any period that the delegating trustee deems appropriate. A person dealing in good

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faith with any trustee may rely without inquiry upon that trustee's representation that a particular power or authority has been delegated and not rescinded. The requirement that co-trustees act jointly will not limit the co-trustees from designating one alone to perform ministerial functions such as the signing of tax returns or matters with regard to transactions with banking or brokerage accounts.

7.25 Merger.

7.25.1 Merge all or any part of the assets of any trust created in this agreement with the assets of any other trust created by the settlor or any other person (whether during life or by will) and held by the same trustee for the benefit of the same beneficiaries and upon substantially the same terms and conditions as those set forth in this agreement. In case of such merger, the trustee may either (i) administer the merged assets as a single trust, or (ii) transfer the trust assets to that other trust, to be administered under the instrument governing that other trust, and thereafter terminate the trust created under this agreement as a separate entity. If the trustee elects to administer the merged assets as a single trust under this agreement, then the trustee, in the exercise of sole and absolute discretion, may later divide that trust as provided above.

7.25.2 However, the trustee, if a beneficiary of this trust, may exercise this power to merge only with the consent of at least one other beneficiary. If there is but one beneficiary, the consent of Alicia Dean Nettles, or the person who would next serve as trustee, or a person appointed by the trustee for such purpose, is required.

7.26 Settlor's right to substitute. The settlor shall have the right to reacquire trust property by substituting assets of equivalent value. This power is exercisable by the settlor solely in a non-fiduciary capacity, and no fiduciary duty imposed upon the trustee or any other person may be asserted as a defense to the exercise of this power.

ARTICLE VII. THE OFFICE OF TRUSTEE

8.1 Bond. The trustee shall not be required to furnish bond.

8.2 Liability. The trustee is relieved from all liability in connection with administration of the trust, except for liability for breach of duty of loyalty to the beneficiary or for breach of trust committed in bad faith. Upon the death of the insured under any policy of life insurance naming the trust as beneficiary, the trustee shall collect and hold the net proceeds as trust property subject to the trust instrument. The trustee shall not be obligated to litigate to enforce collection of any insurance proceeds unless indemnified to his or her satisfaction against any resulting expense and liabilities. If in the trustee's best judgment this trust instrument or an extract of it should not be recorded in the public records, the trustee is absolved of all liability for failure to record in good faith.

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8.3 Compensation. The trustee shall be entitled to receive reasonable compensation for its services. A corporate trustee shall be entitled to fix its compensation in accordance with its schedule as may be in effect from time to time. The trustee shall be entitled to recover their expenses incurred as trustee from the trust property.

8.4 Accountings. The trustee shall render such accountings as are required by law.

8.5 Successor trustee. Cherry Dean Carambat shall serve as sole trustee. Should Cherry Dean Carambat cease or fail to act as trustee, the settlor names **Gregory W. Rome** as successor trustee. In the event that there is no one serving as trustee and no successor trustee willing or able to take the place of the trustee, the final successor or substitute trustee shall be the Whitney Bank trust department.

8.6 Appointment of co-trustee. Any trustee may at any time appoint one or more co-trustees or successor trustees. Except as otherwise slated in this instrument, if two trustees are serving, the concurrence of both shall be required as to any acts of trustee; if three or more are serving, the concurrence of the majority shall be required.

8.7 Sole trustee. Any individual trustee who is also a beneficiary of the trust, may not at any time serve as sole trustee of the trust. Should a beneficiary become the sole trustee, his or her authority to act shall be suspended until such time as a co-trustee is selected. The person thus selected as co-trustee may serve as trustee only so long as the appointment trustee serves as trustee.

8.8 Incapacity of trustee. An individual trustee who becomes incapacitated shall automatically be removed as trustee. Incapacity may be evidenced by the written certificate of:

- (a) a licensed physician, which certificate shall be in the form of an authentic act or an act duly acknowledged, witnessed, and executed, verifying that the physician has examined the trustee and concluded that he or she is unable to act rationally or prudently as trustee, or
- (b) those beneficiaries having at least a 75% interest in the principal of the trust, or their legal representatives, which certificate shall be in the form of an authentic act or an act duly acknowledged, witnessed, and executed, verifying that the beneficiaries or their legal representatives have personally contacted and observed the trustee and concluded that he or she is unable to act rationally or prudently as a trustee.

Refusal by the trustee to consent to the release of medical records and information to the persons making reasonable request pursuant to this subsection shall be cause to remove the trustee by petition to the proper court.

8.9 Power to remove and appoint trustee. Notwithstanding any other provision of this trust instrument, the settlor may remove a trustee without cause and appoint any person other than the settlor as trustee.

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8.10 Resignation. If a trustee desires to resign, the trustee shall deliver or mail written notice to the settlor and the beneficiaries, or such of the beneficiaries whose mailing addresses are then known. Notice of resignation shall bear the effective date of resignation which shall be not less than 30 days after its delivery, unless the successor trustee accepts the office sooner. Third persons shall be entitled to rely upon the notice of resignation.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Severability of inoperative, invalid or illegal provisions. If any provision of this instrument is held or ultimately found to be inoperative, invalid, or illegal, the remaining provisions which are not inoperative, invalid or illegal shall continue to be fully operative and effective to the extent that the intentions of the settlor may be accomplished in a reasonable fashion.

9.2 Reliance on certified copy. Anyone may rely upon a copy certified by a Notary Public to be a counterpart of this instrument kept at the office of the trustee. Anyone may rely upon a statement of fact certified by anyone who appears from the original document or a certified copy thereof to be a trustee hereunder.

9.3 Transactions with trustee. No person, firm or corporation dealing with a trustee shall be obligated to inquire into the trustee's power or authority or into the validity of any act of the trustee or be liable for the application of any money or other property paid or loaned to the trustee in the management of the corpus of this trust.

9.4 Applicable law. The provisions of this trust instrument shall be interpreted and implemented according to the provisions of the Louisiana Trust Code in force as of the date of execution of this instrument, provided, however, any liberalizations subsequent to this date shall be applicable.

9.5 Captions. All titles, headings, and captions used herein shall be deemed to have been included for the convenience of reference only and shall not be deemed to define or limit the provisions hereof or to affect in any way the construction or application of these provisions.

[Signatures appear on next page]

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THUS DONE AND SIGNED on this 19th day of December, 2012.

WITNESSES:

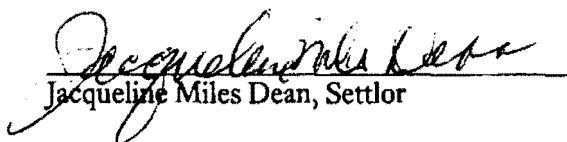

First Witness's Signature

Alicia Dean Nettles
First Witness's Printed Name

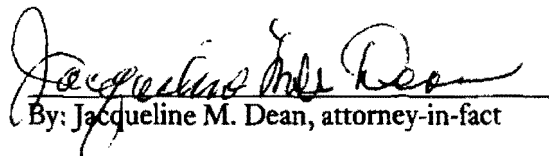

Second Witness's Signature

Cindy A. Bickford
Second Witness's Printed Name


SETTLORS:


Jacqueline Miles Dean, Settlor

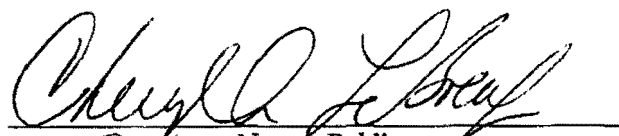
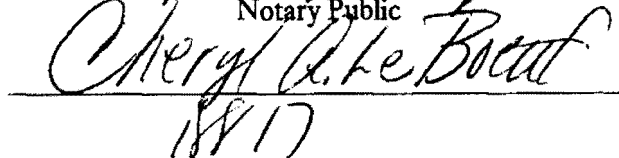
Lynn B. Dean, Settlor


By: Jacqueline M. Dean, attorney-in-fact

TRUSTEE:


Cherry Dean Carambat, Trustee

INSTRUMENT NOT PREPARED
BY SIGNING NOTARY PUBLIC.
NOTARY PUBLIC ATTESTING TO
SIGNATURE ONLY.


Notary Public

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